

NEW HAMPSHIRE RETIREMENT SYSTEM

EXAMPLE QDRO

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SAMPLE QDRO TEXT

Re: *(Insert Name of Participant)*
 vs.
 (Insert Name of Alternate Payee)

Qualified Domestic Relations Order

It is the intent of the Court that the provisions of this Order operate as an effective assignment of the Alternate Payee's interest in the New Hampshire Retirement System set forth below under both state and federal laws, for all purposes, and constitute a Qualified Domestic Relations Order in compliance with Section 414(p) of the Internal Revenue Code and Section 206(d)(3) of the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended by the Retirement Equity Act of 1984.

- 1. Plan: This Order shall apply to the New Hampshire Retirement System. The Plan Administrator is the New Hampshire Retirement System, 54 Regional Drive, Concord, NH 03301**
- 2. The Plan Participant is:
Address:
Social Security Number:**
- 3. The Alternate Payee is:
Address:
Social Security Number:
Date of Birth:**
- 4. This Order is issued pursuant to NH RSA 458 which relates to the provision of child support, alimony payments and the division of marital property rights between divorcing spouses. Under RSA 458, the Participant's interest in the Plan is marital property, subject to equitable distribution by this Court. This Order assigns to the Alternate Payee the right to receive that portion of the pension benefit provided by the Plan to the Participant as described in the following paragraphs.**

5. The Alternate Payee, subject to the provisions set forth below, is assigned a monthly pension distribution of _____ % of the Participant's Maximum Retirement Allowance calculated as of Month Day, Year. (Or) from Month Day, Year to Month Day, Year. The term "Maximum Retirement Allowance" here means not taking into account any cost to a potential retirement allowance option selection as provided for under RSA 100-A:13. (See Paragraph 8 below) This provides the basis of the Alternate Payee calculation.

6. Payment to the Alternate Payee shall commence when payment commences to the Participant. **(INSERT ITALICIZED TEXT IF PARTICIPANT IS A GROUP I MEMBER:** *The benefit payable to the Alternate Payee of a Participant who is a Group I member shall be subject to the early retirement reduction factors under RSA 100-A:5 for commencement of benefits prior to the date the Participant attains age 60.)* **The Alternate Payee benefit shall be paid over the Participant's lifetime, unless the Participant elects a lump sum payment of his (or her) contributions and interest. In such case, the benefit assigned to the Alternate Payee will be paid in the form of a lump sum distribution.**

(The following paragraphs (7 & 8) may be inserted if death and/or survivor annuity benefits are to be included in the Order. NOTE: Group I & Group II members may be subject to death benefit limitations under IRC Section 401(a)(9). This is especially true for Group II members in regard to benefits payable under a joint survivor option (RSA 100-A:13) and the 50% automatic spousal death benefit (RSA 100-A:12). The Alternate Payee of certain Group II members may also be designated for a lump sum post retirement death benefit payable under RSA 100-A:12.)
Notwithstanding the foregoing, the Order should clearly state WHETHER OR NOT death benefits are intended.

7. Should the Participant predecease the Alternate Payee, the Alternate Payee shall be designated as beneficiary for her (or his) prorata share of pre-retirement death benefits as outlined in Paragraph (5) above. *(The Alternate Payee may be designated to receive none, all or a portion - See RSA 100-A:8, 9, & 11. If the Alternate Payee is to receive no death benefits, or a percentage other than a prorata share, then the above language should be appropriately modified.)*

8. **CHOOSE ONE** of the following **(A,B,C, or D)** to address what benefits are payable to the Alternate Payee upon the death of the Participant **after** retirement:

➤ **IF a lump sum death benefit** is to be provided upon the Participant's death **after** retirement, **select A or B:**

- A) In addition, the Alternate Payee shall be designated beneficiary under the **Maximum** Retirement Allowance for her (or his) prorata share as outlined in Paragraph (5) above *(or state other percentage of entitlement)*. Said benefit shall be payable in the form of a lump sum distribution representing a return of any contributions and interest remaining in the account at the time of the Participant's death after

retirement.

- B) In addition, the Alternate Payee shall be designated beneficiary under the Option 1 Retirement Allowance for her (or his) prorata share as outlined in Paragraph (5) above (or state other percentage of entitlement). Said benefit shall be payable in the form of a lump sum distribution representing a return of any contributions and interest remaining in the account at the time of the Participant's death after retirement. Any cost to the Option shall be shared by the Participant and Alternate Payee on a prorata basis as defined by Paragraph (5) herein. (If the Alternate Payee is to pay the full cost of the option, share equally or share in the cost on a basis other than prorata, then the above language should be appropriately modified.)
- If the intent is to provide a monthly joint survivor optional benefit (See RSA 100-A:13) to the Alternate Payee in the event the Participant dies after retirement, select C:
- C) In addition, the Alternate Payee shall be designated as the sole beneficiary under Option _____, _____% Joint Survivor Retirement Allowance (Select Option 2 (100%), Option 3 (50%), Option 4A (100%) Pop-Up or Option 4B (50%) Pop-Up. Any cost to the Option shall be shared by the Participant and Alternate Payee on a prorata basis as defined by Paragraph (5) herein. (If the Alternate Payee is to pay the full cost of the option, share equally or share in the cost on a basis other than prorata, then the above language should be appropriately modified.)
- If the Alternate Payee is not to be designated as beneficiary under a retirement allowance for postretirement death purposes, select D:
- D) The Alternate Payee shall not be designated beneficiary under the maximum retirement allowance or optional benefit. The parties fully recognize that if the Participant dies after retirement, then the Alternate Payee's entitlement to any further benefit would cease.
9. The Alternate Payee shall be entitled to receive a prorata share in any cost-of-living increases payable by the Plan to the Participant based on the Alternate Payee's determined benefit at the time the Participant retires. (The Alternate Payee may be designated to receive a prorata share of cost-of-living increases (COLAs), or no COLAs. If the Alternate Payee is not to receive COLAs, then the above language should be appropriately modified.)
10. Nothing contained in this Order shall be construed to require the Plan or Plan Administrator:
- a. To provide to the Alternate Payee any type or form of benefit or any option not

otherwise available to the Participant under the Plan; or,

- b. To provide to the Alternate Payee increased benefits determined on the basis of actuarial value not available to the Participant; or,**
 - c. To pay any benefits to the Alternate Payee which are required to be paid to another alternate payee under another order determined by the Plan Administrator to be a Qualified Domestic Relations Order (QDRO) before this Order is determined by the Plan Administrator to be a QDRO.**
- 11. Payments from the Plan to the Alternate Payee pursuant to this Order shall be includable in the Alternate Payee's gross taxable income.**
 - 12. In the event that the Plan Trustee inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall reimburse the Alternate Payee to the extent that he has received such benefit payments and shall forthwith pay such amount so received directly to the Alternate Payee within 10 days of receipt.**
 - 13. A certified copy of this Order shall be served upon the Plan Administrator.**

Dated this _____ day of _____, 20__ .

Signature of Presiding Justice

Participant's Signature

Alternate Payee's Signature

**Attorney for Participant
Attorney's Name and Address**

**Attorney for Alternate Payee
Attorney's Name and Address**